

**FACILITIES USE AGREEMENT BETWEEN  
LOS ANGELES CRIME LABORATORY FACILITY AUTHORITY  
AND THE CALIFORNIA DEPARTMENT OF JUSTICE**

This Facilities Use Agreement ("Agreement") is entered into on December 14, 2012, through June 30, 2017, by and between the Los Angeles Crime Laboratory Facility Authority (the "Authority") and the California Department of Justice ("DOJ").

**RECITALS**

WHEREAS, the Los Angeles Regional Crime Laboratory Facility Authority is a joint powers entity entered into pursuant to the provisions of the California Government Code Section 6500, *et seq.*, acting by and through its Board. The contracting parties to the Joint Exercise of Powers Agreement are the County of Los Angeles ("County"), on behalf of the Los Angeles County Sheriff's Department ("LASD") and the City of Los Angeles ("City"), on behalf of the Los Angeles Police Department ("LAPD"); and

WHEREAS, the Authority is the sublessor of an approximately 200,000 gross square foot regional crime laboratory facility ("Facility") on the Los Angeles campus of the California State University (the "University"), built by the State of California for the joint use of state and local agencies and educational institutions; and

WHEREAS, certain space in the Facility subleased to the City and the County by the Authority has been designed for instructional programs, as identified in Exhibit A hereto (the "Instruction Space"); and

WHEREAS, DOJ through the California Criminalistics Institute, provides specialized forensic science training to personnel who are practitioners in the fields of law enforcement and forensic science; and

WHEREAS, DOJ offers various courses and programs to state and local law enforcement agencies (collectively the "Programs"); and

WHEREAS, the Authority desires to provide the use of the Instruction Space to DOJ on a non-exclusive basis, for DOJ to offer its Programs to state and local law enforcement agencies in the Southern California area, and DOJ desires to use the Instruction Space provided by the Authority to offer its Programs; and

WHEREAS, this Agreement is subordinate and subject to that certain Ground Lease dated August 7, 2003, as amended by the First Amendment to the Ground Lease, dated as of March 1, 2007, both by and between the Trustees of the California State University ("Trustees"), as lessor, and the Department of General Services of the State of California ("General Services"), as lessee, that certain Site Lease dated March 1, 2007, by and between General Services, as sublessor, and the State Public Works Board of the State of California ("SPWB"), as sublessee, that certain Facility Lease dated March 1, 2007, by and between the SPWB as sublessor, and the Office of Emergency Services of the State of California ("OES"), as sublessee, and that certain OES Lease dated March 1, 2007, by and between the OES, as sublessor, and the Authority, as sublessee, all of said leases having been entered into pursuant to Government Code section 14669.21, and collectively referred to herein as the "SPWB Leases."

## Facilities Use Agreement

### AGREEMENT

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Right of Entry and Use.** The Authority hereby grants to DOJ, including its employees, contractors and invitees, a personal, nonexclusive, revocable and non-assignable right to enter upon and use the Instruction space, as described in Exhibit A, attached hereto, for training and instructional purposes only subject to the provisions of this Agreement. Should the Authority require use of any portion of the Instruction Space for emergency response operations, the parties hereto agree to cooperate in developing a process to accommodate the classroom needs of DOJ, including but not limited to arranging an alternative training location at the Facility. This Agreement may be amended to include such an arrangement in accordance with Section 18 below.
2. **Agreement Administrator** The Authority hereby designates LASD as the administrator of this Agreement. LASD is hereby authorized to take any and all actions necessary or convenient to carry out and implement the provisions of this Agreement on behalf of the Authority, including, but not limited to the giving of approvals and the taking of any actions required hereunder, except that any amendments to this Agreement must be approved by the Authority and DOJ. The Authority may, from time to time, designate another person or entity as the administrator of this Agreement by providing notice of said designation to all parties pursuant to Section 21.
3. **DOJ Program Director.** DOJ shall designate a Program Director for DOJ. DOJ shall notify LASD in writing of the name, telephone number, and mailing address of the Program Director and the persons designated for the delivery of each course of instruction for its Programs. Written notification of designated instructor(s) should be provided to LASD a minimum of 15 working days prior to course implementation. Further, DOJ shall notify LASD in writing at every subsequent change in such designation during the term of this Agreement.
4. **Compensation.** Compensation for use of the Instruction Space shall be the provision by DOJ of its Programs in the Southern California area for the benefit of state and local law enforcement agencies.
5. **Term.** The term of this Agreement is for the period July 1, 2012, through June 30, 2017. This Agreement may be renewed or extended, upon written consent of the Authority and DOJ.
6. **Termination.** This Agreement may be terminated by any party, upon written notice given not less than sixty (60) days prior to the requested termination date, unless all parties mutually agree to a lesser period in writing, but not to be earlier than the completion of any and all course instruction in progress. In addition, DOJ shall not initiate new courses in the Instruction Space after the Authority executes a notification of termination.

## Facilities Use Agreement

7. **Access.** The Authority authorizes DOJ access to the Instruction Space at such dates and times as may be coordinated by and between LASD and the Program Director upon mutual agreement. At all other times the Instruction Space shall be made available to LASD and LAPD.
8. **Parking.** DOJ, its employees, contractors and invitees shall be permitted to use the parking available at the Facility. DOJ and Authority may agree to dedicate certain parking spaces for the use of DOJ's employees, contractors and invitees. All parking spaces that are not dedicated solely for the use of particular Authority, County, City, and DOJ employees, contractors and invitees, shall be permitted to be used by the University after 5:00 p.m. and before 7:00 a.m. on Mondays through Fridays and all day on Saturdays, Sundays, and holidays observed by the County of Los Angeles and/or the City of Los Angeles. DOJ, its employees, contractors and invitees shall not be required to pay any parking or access fee to the University for parking at the Facility. DOJ, its employees, contractors and invitees shall comply with all parking procedures and regulations established by the Authority.
9. **Maintenance of Instruction Space.** The Authority will be responsible for normal maintenance, utilities, and custodial services to keep Instruction Space in good condition, normal wear and tear excepted. DOJ will maintain the Instruction Space, as well as any common areas used for ingress and egress, in a neat and orderly manner during its use of the space. DOJ will comply with all federal, state, and local laws and regulations pertaining to DOJ's use of the Instruction Space. DOJ shall make no modifications or alterations to the Instruction Space without the prior written consent of the Authority.
10. **Equipment.** DOJ will provide any equipment or supplies required for its course instruction. The Authority shall not be obligated to provide any such equipment. With prior permission of the respective entity, DOJ may borrow equipment and supplies from the Authority, LASD or LAPD on terms agreed to by the parties.
11. **Ownership of Equipment.** The Authority, LASD and LAPD shall retain whatever interest they have, respectively, ownership or otherwise, in equipment, supplies, computer programs or other form of property, including intellectual property, furnished by the Authority for use by DOJ in its Programs.
12. **Security.** At all times when it is using the Instruction Space, DOJ, its employees, contractors and invitees shall comply with all security requirements of the Authority for access to and use of the Facility. The Authority reserves the right to prohibit entry to the Facility of any person who poses a security risk, as determined by the Authority, LASD or LAPD.
13. **Discrimination.** DOJ hereby assures that it will comply with all applicable local, federal and state civil rights statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity supported by this Agreement.

## Facilities Use Agreement

14. **DOJ Indemnity.** To the extent allowable by law, DOJ shall indemnify, defend, and hold harmless the Authority, the County, City and the University and their respective officers, employees, contractors and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys' fees and expert witness costs) of every nature arising out of or in connection with DOJ's acts and/or omissions arising from or related to this Agreement.
15. **Authority Indemnity.** To the extent allowable by law, the Authority shall indemnify, defend, and hold harmless DOJ and its officers, employees, contractors and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys' fees and expert witness costs) of every nature arising out of or in connection with the Authority's acts and/or omissions arising from or related to this Agreement.
16. **Insurance.** DOJ shall procure and maintain (or maintain a program of self insurance) in accordance with the following coverages and limits:
  - a. General liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal, naming the Trustees, General Services, the SPWB, the OES, the Authority, County, and City as Additional Insureds.
  - b. Auto insurance (written on ISO policy form CA 0001 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for any auto.
  - c. Workers' Compensation: By signing this Agreement, DOJ hereby certifies that it is aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Agreement. A Waiver of Subrogation in favor of the Authority is required.

Evidence of such coverage shall be provided upon request. DOJ may satisfy its insurance requirements by providing evidence of a self-insurance program acceptable to the Authority. DOJ may occasionally use private contractors to provide services under this Facility Use Agreement. Any vendor or consultant under contract with DOJ to provide services at the Facility shall provide evidence of general liability and auto liability insurance in accordance with Section 16 of this Agreement. In addition, all such private contractors shall provide evidence of workers' compensation insurance, if such insurance is required under State law, or evidence of a waiver regarding their right to benefits, if such waiver is allowable under State law.

## Facilities Use Agreement

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.
18. **Amendment.** This Agreement may not be amended or modified except by an instrument in writing executed by both parties.
19. **Assignability.** This Agreement shall not be assigned by any party.
20. **Applicable Law.** This Agreement shall be governed by the internal laws of the State of California.
21. **Notice.** Any notice required or permitted under this Agreement to any party shall be deemed sufficiently made and given if personally delivered to or deposited in the United States mail, to the attention of the officials indicated below:

To the Authority:                      Los Angeles Regional Crime Laboratory  
Executive Officer/Clerk of the Board of Supervisors  
Of the County of Los Angeles  
Kenneth Hahn - Hall of Administration, Room 383  
500 West Temple Street  
Los Angeles, CA 90012

To LASD:                                      Los Angeles County Sheriff  
4700 Ramona Blvd.  
Monterey Park, CA 91754-2169  
Attention: Administrative Services Division

To DOJ:                                        California Criminalistics Institute  
11181 Sun Center Drive  
Rancho Cordova, CA 95670

22. **Independent Status.** This Agreement is by and between the Authority and DOJ and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the Authority and DOJ. DOJ understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with services performed on behalf of DOJ pursuant to this Agreement.

## Facilities Use Agreement

23. **Bond Obligations.** The Authority has certain continuing disclosure obligations to various State agencies as a result of the SPWB's issuance of bonds to finance the design and construction of the Facility. DOJ agrees to provide, at the reasonable request of the Authority, all information regarding DOJ's use of the Facility required in connection with the Authority's continuing disclosure obligations. DOJ covenants that it will not use or permit any use of the portions of the Facility provided to it pursuant to this Agreement, and shall not take or permit to be taken any other action or actions under color of this Agreement, which would cause the bonds issued by the SPWB for the Facility to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time thereunder.
24. **SPWB Leases.** Notwithstanding any provision of this Agreement, all rights of control, use, occupancy and enjoyment of the Instruction Space by DOJ are subordinate and subject to the rights, covenants and obligations of the Trustees, General Services, the SPWB, the OES and the Authority as set forth in the SPWB Leases.
25. **Execution.** This Facilities Use Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Facility Use Agreement. It is also agreed that separate counterparts of this Facilities Use Agreement may separately be executed by the Authority and DOJ and any other party, all with the same force and effect as though the same counterpart had been executed by the Authority, DOJ and such other parties.
26. **Multiple Originals.** This Facilities Use Agreement may be executed in any number of originals, each of which shall be deemed to be an original.

**Facilities Use Agreement**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date set forth above.

LOS ANGELES REGIONAL CRIME  
LABORATORY FACILITY AUTHORITY

CONSENT:  
STATE PUBLIC WORKS BOARD  
OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
Lisa M. Chavez  
California State University, Los Angeles  
Chairperson of the Joint Powers Authority

By: \_\_\_\_\_  
Assistant Administrative Secretary

CALIFORNIA DEPARTMENT OF JUSTICE  
DIVISION OF LAW ENFORCEMENT

CONSENT:  
OFFICE OF EMERGENCY SERVICES  
OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
Larry Wallace, Director

By: \_\_\_\_\_  
Director

CONSENT:  
DEPARTMENT OF GENERAL SERVICES  
OF THE STATE OF CALIFORNIA

CONSENT:  
TRUSTEES OF THE CALIFORNIA STATE  
UNIVERSITY

By: \_\_\_\_\_  
Deputy Director

By: \_\_\_\_\_  
Director, Contract Services &  
Procurement

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

Carmen A. Trutanich  
City Attorney

By: \_\_\_\_\_  
Amy M. Cayes  
Senior Deputy County Counsel

By: \_\_\_\_\_  
Heather Aubry  
Deputy City Attorney